

**ARTICLE 1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE (T&C):** The General Terms and Conditions of Sale (herein "T&C") to the sale of hotel services (including in particular seminars, meetings, events (hereinafter "Event") provided by the Hotel provided in the contract/estimate appended hereto to any contracting party (hereinafter "Client"). These T&C are sent to Client at the same time as the contract/estimate, to allow it to make its reservation. All reservations therefore imply that Client adheres fully and unreservedly to the contract/estimate and to the T&C herein. The T&C in addition to the contract/estimate form an inseparable whole. Should the provisions of the contract/estimate signed by Client contradict those in the T&C herein, the provisions of the contract/estimate shall prevail. The General Terms and Conditions of Purchase ("Terms of Purchase" or "TOP") offered by Client are expressly excluded from the estimate/contract/T&C. Client undertakes to provide the Participants in the Event (hereinafter "Participants") with the provisions of the T&C herein which shall be directly applicable to them and to obtain their explicit consent to respect it during all the Event.

**ARTICLE 2. CONTRACT TERM:** The Contract herein shall be effective from the signature date of the contract/estimate and shall automatically end on the date of the final fulfillment of the obligations provided in the contract/estimate and the T&C herein. The contract/estimate and the T&C may not be tacitly renewed.

**ARTICLE 3. CONFIRMATION OF RESERVATION:** Client shall confirm its reservation in writing before the option date indicated in the contract/estimate and return to the Hotel a copy of the contract/estimate and of the T&C duly dated, initialled on each page and signed by Client with the mention "Agreed" and its stamp. Those documents shall be accompanied by the payment of the deposit provided in the Article 11 which is a substantial and decisive condition for the Hotel of the reservation. Once Client signs the contract/estimate it shall owe the deposit. Should Client fail to pay the deposit within the time-limits provided in the contract/estimate, the Hotel shall not confirm the reservation and shall not guarantee the availability of the spaces/rooms reserved. The Hotel shall consider the lack of payment of the deposit as a cancellation and Client undertakes to pay the sums which might be due in accordance with the cancellation terms provided in the Article 7 hereof. In any event, if the order (number of rooms and/or meals and/or meeting rooms) is less than at least ten per cent (10%) of the initial contract/estimate. Client may be invoiced rates different from those provided in the estimate due to fewer services.

**ARTICLE 4. ORGANISATION OF THE RESERVATION:**

**1/ Rooms:** Client shall send in writing to the Hotel the "rooming list" (list of name of the Participants in the Event and the room allocation) no later than eight (8) days before the expected arrival date. The reserved rooms are made available to Participants from 3.00pm on the arrival date. The rooms must be vacated no later than noon on the departure date. If a room is vacated after check-out time, an additional night's stay will be charged at the publicly available rate.

**2/ Covers:** The Hotel shall inform and describe the available services to Client. Client remains responsible for its choice of services and for the meeting of its needs without the Hotel being able to be held liable in this respect. Client shall confirm in writing the exact number of covers planned for each meal and its choice of catering at least eight (8) business days before the start date of the Event. After that date and/or in case of difference between the information confirmed by Client and that accepted lastly by the Hotel, the Hotel reserves the right to impose a choice in the category of services last retained by Client and/or to refuse the additional services requested, without it being held liable in this respect. It should be noted here that the catering services not used within the framework of a flat rate shall not give rise to any reduction in price. All reduction of the services ordered (number of meals, buffet, cocktail reception or others) shall be considered a partial cancellation of the reservation, triggering the application of Article 7 of the terms and conditions herein.

**3/ Provision of spaces:** If the number of Participants is less than the number specified on the contract/estimate or than the number last accepted by the Hotel, Client may be allocated a different space than that originally planned for reasons relating to the management of the Hotel. Similarly, it is expressly provided that Client may not pursue a remedy against and/or claim damages from the Hotel in the event of works (including, but not limited to, any type of renovation or maintenance works) occurring during all or part of the services, on or off Hotel premises. Any request made by Client to change the organisation (change of furniture, room, any item relating to the space) in relation to the contract/estimate or last accepted by the Hotel shall be made in writing no later than forty-eight (48) hours before the start of the Event. The Hotel shall do its utmost to make the changes. After that forty-eight (48) hours' notice, a price increase shall be applied by the Hotel based on the changes requested by Client.

**ARTICLE 5. MODIFICATION OF SERVICES:** Any request to modify the services indicated in the accepted contract/estimate must be made in writing by Client to the Hotel and will be invoiced. The Hotel may, at any time and without reason, reject the request to modify the services. Absent the Hotel's written agreement within eight (8) days of its receipt of the request, the contract/estimate will be deemed in force under the same terms and conditions as those provided in the contract/estimate accepted by Client. In this event, the Hotel will not be liable for any compensation. . If the number of Participants is greater than the number indicated in the contract/estimate, the availability of spaces will only be confirmed by the Hotel by express written agreement, subject to the availability of other spaces and after receipt of the additional deposit corresponding to the booking differential. In the event of non-availability, the contract/estimate will apply under the terms and conditions provided in the contract/estimate.

**ARTICLE 6. NO-SHOWS:** In the event of a no-show no cancellations / modifications and traveller who fails to show up for a reserved room without notifying the hotel of the cancellation), the Hotel will charge Client one hundred per cent (100%) of the amount including tax of the Event reserved for the entire stay/service. The Client agrees to pay the amounts due in the event of a no-show in accordance with the terms of the contract/estimate or Article 11 of these T&C.

**ARTICLE 7. CANCELLATION:** The present article "Cancellation" doesn't apply to cases of force majeure. Since invoicing is based on the services ordered for the entire Event, Client is invited to pay particular attention to the cancellation terms hereinafter. Cancellations of all or part of the initial reservation shall be sent in writing to the Hotel. Any Event started but interrupted, irrespective of the reason for such interruption, shall be considered full cancellation. Should the Event be interrupted for any reason whatsoever the full price including tax for the entire stay/service shall be paid without possible recourse by Client.

**1/ Full cancellation:** The following shall be considered a full cancellation giving rise to the application of the cancellation terms defined hereinafter:  
- change of the date of the Event and/or failure to pay the deposits within the contractual time-limits.

- a cancellation of more than fifty per cent (50%) of the number of rooms per night, of the number of Participants per day/persons and/or of the total amount of the estimate. A full cancellation will result in the application of the cancellation fees specified below, a new estimate with new pricing conditions by the Hotel for the percentage that remains confirmed beyond the cancellation of more than fifty per cent (50%). Should the payment terms not be respected, the Hotel may require Client to make immediate payment of the balance of the Event; such payment by Client shall be received by the Hotel within eight (8) days from the date of the Hotel's written demand. If payment is not received within this time-limit, the Event shall be deemed cancelled in full, at Client's sole prejudice, and the Hotel may claim, in addition to the payment of the balance or the entire price, any damages incurred.

In case of full cancellation, as compensation, the Hotel shall retain the deposits paid or shall invoice Client as indicated hereinafter.

- If notice of cancellation is received more than one hundred and twenty days (120) days before the first day of the date of the Event; the amount of the deposit(s) will be reimbursed by the Hotel

- If notice of cancellation is received between one hundred and twenty days (120) and thirty-one (31) days before the first day of the date of the Event; the Hotel shall retain the amount of the deposits paid at the time of cancellation as compensation or, in the absence of payment, the amount of the deposits due at the time of cancellation (in this case the Client undertakes to pay the deposits within three (3) days as compensation)

- If notice of cancellation is received thirty (30) days or less before the first day of the date of the Event; Client shall pay one hundred per cent (100%) of the amount including tax of the services reserved (including the deposits unpaid but due).

**2/ Partial cancellation:** A partial cancellation corresponds to a reduction of the amount of the contract/estimate irrespective of the reason thereof: a reduction of the length of the Event, reduction of less than fifty per cent (50%) of the number of rooms per night, of the number of Participants per day or of the total amount of the estimate/contract. In case of partial cancellation of the contract/estimate by Client, the cancellation fees incurred are the following (this schedule may be amended directly in the estimate):

**- up to eighty (80) Participants:**

Cancellation date (D = first day of the Event)	This cancellation percentage may be cancelled at no cost - based on the total amount including tax of the estimate/contract	Fees invoiced above the authorised cancellation percentage - based on the total amount including tax of the estimate/contract
D-60	100%	No fees
Between D-59 and D-30	< or = 50%	50%
Between D-29 and D-7	< or = 20%	80%
After D-7	0%	100%

**- over eighty (80) Participants:**

Cancellation date (D = first day of the Event)	This cancellation percentage may be cancelled at no cost - based on the total amount including tax of the estimate/contract	Fees invoiced above the authorised cancellation percentage - based on the total amount including tax of the estimate/contract
D-365	100%	No fees
Between D-364 and D-180	< or = 50%	50%
Between D-179 and D-60	< or = 20%	80%
Between D-59 and D-30	< or = 10%	90%
After D-30	0%	100%

**3/ Revision of terms:** The above cancellation terms may be revised based on the Hotel's operating requirements and/or the exceptional or complex nature of the Event according to modalities to be agreed between the Hotel and the Client.

**ARTICLE 8. OTHER ACCOMMODATION IN THE EVENT OF UNAVAILABILITY:** If the Hotel is unavailable or in case of force majeure, technical issues, construction work or other, the Hotel will make best efforts to source similar accommodation at a hotel of equivalent standard to accommodate all or some of the Participants. In this case, the transfer from/to the other hotel is at the Hotel's expense (except in case of force majeure). Additional fees for night price reduction cannot be claimed against the Hotel.

**ARTICLE 9. PRICE:** The rates are indicated in euros, excluding tax. The rates indicated on the contract/estimate are valid until a specific date before which Client must confirm the reservation to the Hotel. After this date, rates are subject to change. The VAT rates and/or those of any other tax applicable to the tax-exclusive and/or tax-inclusive estimate/contract rate will be the rate in force on each invoicing date. The applicable rates are then those in force on the day of the Event Tourist tax and the additional departmental and/or regional tax may be added on top of the rates in certain cities. They will be modified in the event of a legislative and/or regulatory change likely to result in rate variations such as: change in the applicable VAT rate, introduction of new taxes, changes in existing taxation, etc.

**ARTICLE 10. OVERTIME FOR LATE OPENING:** The rental period of the spaces is broken down as follows: either eight o' clock in the morning (8am) to seven o' clock in the evening (7pm), or seven o' clock in the evening (7pm) to midnight (12am). After those periods, additional availability costs shall be applied based on the rates in force. Client shall be invoiced staff costs related to the overtime worked: after four o' clock in the afternoon (4pm) for a lunch and after eleven o' clock at night (11pm) for a dinner/reception, based on the rates in force.

**ARTICLE 11. PAYMENT TERMS**

**1/ Deposits** A deposit of an amount of eighty-five per cent (85%) (unless provided otherwise in the contract /estimate) calculated on the total amount including tax of the reserved Event, shall be paid in accordance with the following schedule. This deposit may be increased to one hundred per cent (100%) of the total amount including tax of the reserved Event based on operating requirements, specificities of the Event or exceptional circumstances such as events, trade fairs, exhibitions, and specificities of Client. If Client does not pay the deposit when the reservation is confirmed, the Hotel(s) concerned may not block the reserved spaces. In any event, Client shall owe the deposits specified in the contract/estimate. The contract/estimate shall therefore be terminated to the exclusive detriment of Client. When the deposit is paid, the Hotel shall issue a deposit invoice. It shall be issued after collection thereof by the Hotel. The payment schedule for the deposit is defined as follows:

**- up to eighty (80) people:**  
**On the signature of the contract/estimate,** a deposit of an amount of eighty-five per cent (85%) of the total amount including tax of the Event shall be paid.  
**- over eighty (80) people:**

Payment date of the deposit (D= first day of the start of the Event)	Amount of the deposit based on the total amount including tax of the services reserved for the Event
Signature of the contract / estimate	10% of the total amount including tax
D-180	30% of the total amount including tax
D-60	30% of the total amount including tax
D-30	15% of the total amount including tax

In case of reservation in a time-limit shorter than the aforementioned schedule, the deposits shall be accumulated and shall be paid on the due date.

It should be noted here that the sums paid in advance shall not accrue interest.

**2/ Payment time-limit:** The amount of this or those deposits shall be deducted from the final invoice (balance) subject to the potential application of cancellation fees and other services which may be invoiced (for example: services used by the Participants). Unless provided otherwise in the contract/estimate, the balance invoices shall be paid no later than seven (7) days following the date of reception of the invoice. No additional payment terms will be granted. Client may have to provide a financial guarantee (cash deposit, at-demand guarantee, joint and several guarantee). Early payments shall not give rise to a discount.

**3/ Minimum invoicing:** The minimum unit invoicing amount per Hotel is three hundred euros (€300) excluding tax. Any invoicing of a lower amount may result in the collection of management fees by the Hotel amounting to at least forty euros excluding tax (€40) per invoice.

**4/ Methods of payment:** Only bank transfers or, failing that, bank cheques drawn on banking institutions established in the same country as where the Event is held, or cash (within the legal limit) are accepted as payment of invoices and deposits.

Payments are made in Euros, the currency in force in the country where the Hotel is located. Bank charges related to the payment of invoices are at the expense of the Customer. We remind you that bills of exchange and checks that are foreign to the country where the Hotel is located will not be accepted as means of payment.

**5/ Electronic invoicing:** If the Hotel and Client agree to use electronic invoicing, Client accepts, without reservation, to receive invoices issued by the Hotel exclusively by electronic means, in accordance with Article 289 of the French Tax Code.

**6/ Individual payments:** The payment of extras (e.g. laundry, minibar, telephone) and other services asked for by one or more of the Participants is made directly by the Participants concerned at the Hotel's reception desk before their departure (individual payment).

Failing payment by one or more Participants for services asked for in addition to the services included in the contract/estimate (e.g. extras, meals), the invoice will be sent to Client, who agrees to pay the amount indicated no later than seven (7) days from the reception of the invoice . In the event individual payments are expected, any unpaid amount may be deducted from the excess of the deposit paid by Client. Any balance remaining will be returned to Client.

**7/ Amendment to invoicing or payment terms:** The special provisions of the contract/estimate derogating from the invoicing/payment terms of this article, and any subsequent request to modify the invoicing/payment terms, require the Hotel's written acceptance and will result in additional processing charges on the invoice. These fees amount to three per cent (3%) of the total amount after tax of the Event plus a minimum charge of forty euros excluding tax (€40).

**8/ Payment default:** If payment is not made on the day by the contractually agreed due date, late payment charges will be applied to the total invoice amount after tax at a rate of fifteen per cent (15%) per annum from the day following the invoice due date. A flat rate fee of forty euros (€40) will also be due per amount outstanding from the day following the invoice due date, plus additional charges incurred in the event of an action for recovery. Further, any payment default will also immediately accelerate all outstanding amounts due by Client for invoices issued by the Hotel under the contract/estimate.

**9/ Agency commission:** If an agency is involved in organising the Event, the commission shall only be based on the amounts of the services used and duly collected by the Hotels and shall be subject to specific invoicing by the agency. The payment of the commission is subordinate to full prior collection of the price of the Event. The commission is calculated on the amount before tax. The amount of the commission thus obtained is an amount before tax on top of which VAT at the rate in force on the invoicing date of the commission shall be applied.

**ARTICLE 12. PHOTO REPORT - FILMING OR REPORTING:** Client is personally responsible for obtaining any authorisations required for any photo reports, filming or reporting. Before any filming and/or reporting and/or photography project without this list being considered exhaustive (hereinafter "Content"), Client must first request written authorisation to film or take photographs of the Hotel, failing which, the Hotel will deny the photographer and/or camera operator access to the Hotel. To reproduce, represent and use and exploit the images captured in the photo report, film or report, Client agrees to obtain the prior written and informed consent of each of the persons (guests and invites and any other persons) filmed and/or photographed and/or whose comments are recorded during the filming and/or reporting process. Client agrees to indemnify and hold the Hotel, ACCOR and any other ACCOR Group company harmless from and against any claim brought against the Hotel ACCOR and any other ACCOR Group company related to the use and/or distribution of these reports or films and agrees to assume all related costs. The Client also undertakes to check before any publication/on lining of the Content that this Content doesn't harm the image of the ACCOR Group and/or the Hotel, failing which the Client may be held liable.

**ARTICLE 13. UNPACKING SALES:** Client shall, as the case may be, provide the Hotel with a copy of the prior declaration of unpacking sale sent to the mayor of the commune where the Hotel is located, and at least fifteen (15) days in advance, a copy of the notice of receipt or of the filing receipt of the prior declaration. These documents shall be provided when the premises object of the retail sale, the purchase or the ordering of goods after advertising or not are made available. Under no circumstance may the availability exceed the period indicated on the prior declaration. The non-provision of a copy of the prior declaration and of the notice of receipt or of the filing receipt shall entail the application of the full cancellation terms provided in Article 7. Client undertakes to send to the Hotel for validation and before the date of the Event, any poster relating to the Event in the Hotel and undertakes to comply with the legislation on displays in force in the commune/department/region. Under no circumstance may the Hotel be held liable in case of unlawful display by Client. In case of legal proceedings, only Client shall be liable for non-compliance with the applicable legislation.

**ARTICLE 14. EXHIBITIONS, TRADE FAIRS AND DECORATION:** Any installation made by Client shall comply with the specifications of the Hotel and with the latest safety requirements. Any planned decoration or setting up of stands shall be submitted to the Hotel and shall include five (5) copies of the installation, otherwise the authorisation to exhibit may be refused. The Client that organises a trade fair within the meaning of Article L.762-2 of the French Commercial Code shall provide to the Hotel, at least fifteen (15) days before the start date of the Event, a copy of the receipt of declaration of the Event in addition to a civil liability insurance certificate covering the risks inherent in the business of Client and the holding of the Event, and mentioning the coverage limits and the guarantee amounts. Client undertakes to return the occupied premises to their original state at its own expense.

**ARTICLE 15. RECRUITMENT:** If Client intends to offer recruitment services, it undertakes to comply with the rules set down in Article L.5321-1 *et seq* of the French Labour Code. Client shall: provide the Hotel with the necessary supporting documents in order to establish that its business complies in particular with the French Labour Code; shall indicate its company name on its job offers when the interviewing or selection of applicants takes place in the Hotel. Under no circumstance may Hotel staff participate in the recruitment operations, particularly in distributing questionnaires to applicants who may come to Hotel reception.

**ARTICLE 16. PAID-FOR-ENTRY:** Client undertakes to declare in writing sent to the Hotel at the same time as the contract/estimate is accepted and the deposit is paid, its full liability commitment in relation to the payment of an entry fee of the Participants when the Event organised in the premises of the Hotel is subject to an entry fee. In such case, the entry fee shall be paid to the Client inside the premises made available to it. Under no circumstance shall Hotel staff participate in such taking of payment.

**ARTICLE 17. COPYRIGHT:** Client shall take personal responsibility for any declaration and the payment of any copyright particularly to SACEM and to SPRE, for the distribution of musical works and more generally any intellectual works within the meaning of the French Intellectual Property Code within the premises of the Hotel. Prior to the Event, Client shall provide the Hotel with the declaration made to SACEM and SPRE. Client agrees to indemnify and hold the Hotel, ACCOR and any ACCOR Group company harmless from and against any claim brought against the Hotel, ACCOR and any other ACCOR Group company related to the use of such rights and agrees to assume all related costs. Client is reminded that any broadcasting of a sports event or other event in a meeting room shall be considered public broadcasting. Thus, Client shall take personal responsibility for obtaining the required authorisations from any company and/or any collective management body for copyright and neighbouring rights competent in this respect and shall alone assume payment of all required royalties for the broadcasting of the sports event or other event. Furthermore, Client undertakes not to advertise the broadcasting of that event in the space made available hereunder and not to commercially used the event for its clients who may participate in the Event organised by Client.

**ARTICLE 18. TRANSPORTATION:** The Hotel does not provide any transportation services. Accordingly, the Hotel may not be held liable for any issues relating to the transportation of Participants (such as, but not limited to, delays and/or cancellations).

**ARTICLE 19. INSURANCE - DAMAGE - BREAKAGE - THEFT:** Client is liable for all damages, including personal injury and material and immaterial damages, for which Client may be liable for under this contract/estimate, including in particular the damages and risks related to the practice of Client's profession and conduct of Client's business and, more generally, any damage to the Hotel, the Hotel's furnishings, injury to the Participants in its Event and/or other Hotel guests and invitees, caused by Client, the conduct of its business and/or any material or equipment provided by Client. In this context, Client agrees to indemnify and hold the Hotel harmless from and against any claim brought by a Hotel guest, a Participant in its Event or a third party in relation to the performance of the contract/estimate. In all cases, Client agrees to indemnify and hold the Hotel and/or any ACCOR Group company harmless from and against any action in liability relating to the group stay and the practice of its profession or conduct of its business and agrees to intervene in any action that may be brought by one of its contributors or its Participants against the Hotel and/or any ACCOR Group company. Client agrees to assume responsibility for the costs and payment of any damages ordered against the Hotel and/or any other ACCOR Group company on the signing, during performance or on the termination or expiry of the contract/estimate. Client shall assure the safekeeping of the goods and equipment provided by it or the Participants, and shall particularly ensure the supervision of the cloakrooms. Client represents and warrants that it is insured with a reputable and financially solvent insurance company to cover the financial consequences of its liability, including in particular any damages and risks related to its profession/business and more generally any damage caused to the Hotel due to the performance of the contract/estimate herein and its Event. It undertakes to

maintain sufficient liability coverage throughout the duration of the hotel services object of the Event. In particular, Client is encouraged to purchase specific insurance to cover the presence of large equipment or valuable property, if any, as the Hotel may not be held liable for damages to or theft of the property that remain exclusively under the custody and supervision of the Client and the Participants of the Event. The hotel doesn't assume any obligation for the custody or supervision such equipment/materials. Client is responsible for all damage caused by its agent (particularly by the Participants or their guests) and undertakes, in case of damage to the rooms made available, to bear the repair costs of such rooms. Under no circumstance may the Hotel be held liable for damage of any nature whatsoever, particularly fire or theft, which might affect the items or equipment made available by Client or the Participants at the time of the Event object of the reservation herein and that remain exclusively under the custody and supervision of the Client and the Participants of the Event. The hotel doesn't assume any obligation for the custody or supervision such equipment/materials. Likewise, any parcel, package or other delivered to the Hotel before and during the Event may be accepted by the Hotel but under no circumstances may the Hotel be held liable for any incident, damage, incorrect number of packages, damaged parcel, delivery problem. Client undertakes to contact the supplier or carrier directly in the event of any issues. ACCOR owned Hotels are covered by the ACCOR Group insurance policy. ACCOR managed and franchised hotels are covered by policies purchased by the individual hotel owners. If Client intends to involve service providers in the organisation of the Event, Client shall first request the Hotel's prior written consent. Client is solely liable for any damage caused by these service providers. In the event of damage or deterioration caused by the service provider, the Hotel will send Client an invoice for necessary repairs. Client agrees to pay the invoice within eight (8) days of the invoice issue date, without being able to raise any dispute in this regard.

**ARTICLE 20. INTELLECTUAL PROPERTY:** Client agrees not to reproduce, represent, adapt or modify, in any way, the distinctive signs of ACCOR and/or the Hotel, particularly the brand, trade name or logo (the "Distinctive Signs") without the express prior written consent of ACCOR and/or the Hotel concerned, if applicable. ACCOR's and/or the Hotel's authorisation to use the Distinctive Signs does not affect ACCOR's ownership of its intellectual property rights this authorization shall not be construed as constituting an assignment of such rights to the Client. Client agrees to use the Distinctive Signs in compliance with moral rights obligations and strictly for the purposes of the project for which the authorisation was granted and without creating the appearance of membership in the ACCOR Group. Client further agrees to strictly comply with the graphic charter and all use instructions communicated by ACCOR and/or the Hotel concerned. Client will submit for the Hotel's approval any communication it intends to make which refers to the Hotel and/or to ACCOR. In the event of a third-party action against Client for infringement of the Distinctive Signs the use of which has been authorised, Client must immediately inform ACCOR, failing which, Client may not thereafter seek redress against the ACCOR Group.

**ARTICLE 21. CONFIDENTIALITY:** Each Party agrees not to disclose the confidential information of the disclosing Party and, to maintain the confidentiality of the confidential information disclosed by that Party, to take reasonable precautions at least equivalent to those the recipient Party takes with respect to its own similar information. The Parties agree that the Contract/Estimate is confidential as well as, without this list being considered exhaustive, all information relating to economic, technical, commercial, financial or statistical elements, with the exception of information that was notoriously and publicly disclosed before it was obtained and/or received by the Party. For the purposes of this clause, each Party will be liable for its own employee(s) and service provider(s). This clause will survive the termination, for any cause whatsoever, of commercial relations between the Parties for three (3) years.

**ARTICLE 22. PERSONAL DATA** Each Party acknowledges that a reservation at a Hotel operating under the ACCOR brand involves the collection and processing of personal data (as defined in the EU General Data Protection Regulation (GDPR)) relating to the Participants (the "Personal Data"). When Participants book at a Hotel operating under the ACCOR brand, ACCOR and the Hotels act as data controllers of the Personal Data provided by the Participants. These data will be processed in accordance with the GDPR and the ACCOR Personal Data Protection Charter available at <https://all.accor.com/security-certificate/index.fr> Client remains responsible for the processing of the Participants' Personal Data it collects and processes. Each Party warrants that it will collect, process and store Personal Data in compliance with the GDPR. To this end:

-In accordance with Article 13 of the GDPR, each Party warrants that it will provide the data subjects with all requested information regarding the processing of their Personal Data;

-In accordance with Article 30 of the GDPR, each Party agrees to keep a register of processing activities under its responsibility;

-In accordance with Articles 13, 14, 15, 16, 17 and 21 of the GDPR, each Party recognises that the data subjects have a right of access, rectification, deletion or objection to the use of their Personal Data. If deemed necessary, each Party agrees to communicate to the other any request received from a data subject to exercise its rights referred to above and expressly referring to the other Party;

-In accordance with Article 5(1)(e) of the GDPR, each Party agrees to keep Personal Data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data were collected or processed;

-In accordance with Article 32 of the GDPR, each Party must implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk, to protect the security, confidentiality and integrity of Personal Data, and to prevent their abuse and unauthorised disclosure. These measures must be designed to:

- protect against the destruction, loss, alteration or unauthorised access of Personal Data and other sensitive data;
- inform the employees of each Party authorised to access Personal Data of their obligation to ensure their security.

**ARTICLE 23. HOLDING OF THE EVENT:** If the reservation entails a proven risk of adversely affecting the running of the Hotel, the safety of individuals, public order or good conduct, the Hotel reserves the right either to terminate the contract/estimate herein without being asked for any compensation whatsoever or for repair, or requiring Client to put in place a safety service at its expense. Client undertakes not to invite people whose behaviour would be likely to harm the Hotel, which reserves the right to intervene if necessary. Client may not bring in from the outside any food and beverage except in the case of a banquet and in accordance with the terms of Article 28. Client agrees to ensure that the Participants and their invitees comply with the Hotel's rules and instructions (in particular the ban on smoking in collective accommodation establishments and any sanitary rules that may be requested by the Hotel, the government or the local authorities). Client shall ensure that the Participants do not impede the operation of the Hotel or compromise the security of the Hotel and that of the other individuals present. In the event of damage to the Hotel caused by Client or one of the Participants, the Hotel may bring an action against Client for damages. Client shall be liable for any damages to the Hotel caused by its Participants and their guests. Client may then bring an action against the Participants to recover those damages. The general smoking ban in Hotels and restaurants is applicable in all public places

Some Hotels are non-smoking hotels such that smoking in any room in these Hotel is strictly forbidden. Client agrees to inform the Participants of these provisions. In any communication with the public, Client agrees to comply with all legal rules, in particular with regard to the location and content of the messages relayed. Client agrees to assume all consequences of these communication and further agrees to indemnify and hold the Hotel harmless from and against any court orders in this regard. Client (including the Participants or their guests) accepts and undertakes to make reasonable use of the room or spaces rented. Thus, any conduct contrary to morals and public order shall result in the Hotel asking Client, the Participants and/or their guests to leave the Hotel without any compensation and/or refund if a payment has already been made. If the Hotel has by-laws, Client and the Participants and their guests accept and undertake to comply with them. In the event of non-compliance by a Participant and/or their guests with the provisions of the by-laws, the Hotel shall be required to invite the Participant and/or their guests to leave the Hotel without any compensation and/or refund if payment has

Date: \_\_\_\_\_  
Client's stamp and signature accompanied by the handwritten words "Read and Approved":

**ARTICLE 24. MANDATE:** If Client contracts on behalf of a third party, Client is deemed to have a legally valid mandate to do so. Client undertakes to inform the Hotel of the name of the end Client and the name of the Event organised. The Hotel may, at any time, ask Client to provide proof of this mandate. Absent a valid mandate, the Hotel may terminate the contract/estimate without compensation and without prejudice to any damages the Hotel may claim.

**ARTICLE 25. LIABILITY:** The Client undertakes to implement all sanitary rules that may be required by the Hotel, the government or local authorities. No claim, request for a price reduction or request for payment can be made by the Client.

The Hotels operated under an ACCOR Group banner are operated by companies that are legally distinct from ACCOR and that aren't controlled by ACCOR. As such, they are solely responsible for the obligations provided for under these T&C and the contract/estimate and issue the invoice.

Under the general rules of civil liability, the Hotel and/or Client will be liable for the failure to perform their respective obligations under this contract/estimate, if the failure is caused by the respective Party's fault. In no event may the Hotel be held liable for any indirect or unforeseeable damages resulting from the performance of its obligations under these Terms. By express agreement between the Parties, "indirect damages" means an operating loss, an act by a third party, by Client or any of its partners, and any financial or commercial damages, a loss of data, an order or guests.

ACCOR and/or the Hotel may not be held liable for any network change, including, but not limited to, the sale of a Hotel, closure of a Hotel, change of brand name or construction works occurring on Hotel premises. Photos shown on websites are for illustration purposes only and have no contractual value. Whilst every reasonable effort is made to ensure the accuracy of the photographs, graphic representations and information provided, actual products and services may vary, particularly due to changes in furnishings, possible renovations or a change of brand. Client may not make any claims in this regard.

**ARTICLE 26. TERMINATION:** If the event of a breach by one of the Parties of the T&C herein, these shall be deemed automatically terminated within thirty (30) days of there being no response to the non-breaching Party's notice to perform sent to the breaching Party by registered letter with acknowledgement of receipt. In the event of fraud, particularly in the event of intentional misrepresentation made at the time of the reservation, the Hotel reserves the right to immediately terminate the contract/estimate without damages or penalties. The exercise of the option to terminate will not release the breaching Party from its contractual obligations until the effective date of termination and without prejudice to any action the non-breaching Party may bring. The Hotel will keep any amounts paid and any amounts due will be payable.

#### **ARTICLE 27. UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE**

**27.1/ Unforeseeable circumstances:** The Parties intend to exclude **unforeseeable circumstances** under Article 1195 of the Civil Code and French jurisprudence.

**27.2/ Force majeure:** The obligations under these Terms will not apply or will be suspended if their performance becomes impossible due to an event of force majeure. The Parties agree that, for the purposes of these Terms, force majeure means an event beyond the control of the debtor which could not have been reasonably anticipated when the contract/estimate was entered into, whose effects cannot be prevented and which prevents the debtor from performing its obligations and recognized as such by French jurisdictions and/or French government. The Parties will make best efforts to prevent or mitigate the effects of the non-performance due to an event of force majeure.

**ARTICLE 28. BANQUETS:** If Client wishes to provide its own beverage, then a corkage fee shall be applied and invoiced per bottle. It should be noted that children participating in the Event are the sole responsibility of their parents and/or of Client. Client and Participants are not authorised to bring in their own food for the Event either in whole or in part. If it wishes to take away part of the food not consumed after the banquet it undertakes to comply with the laws and regulations in force in terms of food and beverage, their transportation, hygiene regulations and in general all requirements relating to Catering so that the Hotel is always held harmless in this respect. Client undertakes to comply with all rules in force relating to hygiene and the cold chain and to ensure that the premises are left properly clean. It should be noted that the Hotel may not be held liable for the food brought in by Client and/or Participants. This clause discharges the responsibility of the Hotel.

**ARTICLE 29. ETHICS AND COMPLIANCE:** Client agrees to comply with the applicable laws and regulations against corruption, influence peddling, laundering of proceeds from tax fraud and related offences throughout the duration of the contract/estimate.

ACCOR and the Hotel have adopted various principles, standards and commitments applicable worldwide in terms of ethics and corporate social responsibility. These principles, standards and commitments are reflected in the Accor Ethics & CSR Charter, which is available on the ACCOR website or can be made available directly to the Customer on request. Throughout the duration of the contract the Client thus undertakes to respect these principles, standards and commitments.

**ARTICLE 30. SEVERABILITY:** If one or more provisions of these T&C are held invalid, illegal or unenforceable, this invalidity, illegality or unenforceability will not affect the validity, legality and enforceability of any other provision of these T&C and all other provisions will remain in full force and effect.

**ARTICLE 31. COMPLAINTS AND DISPUTES:** In the event of a complaint or dispute arising out of or in connection with the invoice, Client agrees to immediately pay the undisputed part of the invoice and to inform the relevant Hotel in writing of the reason for and amount of the complaint or dispute within seven (7) days of the end date of the Event. After this period, the service and invoicing will be deemed accepted and may not be subsequently disputed by Client. All disputes and complaints can only be taken into account if they are made in writing and sent to the Hotel within a maximum of seven (7) days after the end of the Event. After having referred the complaint to customer service or the Hotel for an amicable resolution and in the event of an unfavourable response or lack of response within sixty (60) days of making the complaint, any of the Participants may bring the complaint before a mediator. For ACCOR Group franchise hotels and managed hotels who have opted in, this mediator is the Tourism and Travel Mediator. The dispute may be referred to the mediator within twelve (12) months after the first complaint. The information (contact details and complaint procedures) concerning the mediator is available on

**ARTICLE 32. GOVERNING LAW AND JURISDICTION:** This agreement is governed by the laws of France. Any dispute between the Parties that cannot be amicably settled will be referred to the competent court in the jurisdiction where the company operating the Hotel has its registered office.

**ARTICLE 33. ASSIGNMENT:** These T&C may not, under any circumstances, be assigned by Client, whether free of charge or against payment, without the Hotel's prior express written consent.

**ARTICLE 34. ELECTION OF DOMICILE:** Any written notice (e.g. letters, notifications) must be sent to the Hotel's address and to Client's address indicated in the contract/estimate.

It is herein specified that the present English version of these General Terms and Conditions of Sale is only communicated as an indicative title, and that in the event of a contradiction between the terms of the English and French, the French version must prevail.